

AGREEMENT BETWEEN THE NEVADA COUNTY COMMUNITY LIBRARY AND THE NEVADA JOINT UNION HIGH SCHOOL DISTRICT REGARDING JOINT USE OF THE BEAR RIVER HIGH SCHOOL LIBRARY

This Agreement is made and entered into this 12th day of December, 2017 by and between the NEVADA COUNTY COMMUNITY LIBRARY (hereafter NCCL) and the NEVADA JOINT UNION HIGH SCHOOL DISTRICT, Nevada County, California (hereafter District), with respect to the following recitals:

RECITALS

WHEREAS, Education Code sections 10900 et seq. authorize public school districts to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for the children and adults of the State; and

WHEREAS, NCCL and the District recognize the public need for access to information resources and library services in Nevada County, and agree to work together toward making the Bear River High School Library available not only to students, faculty and staff but also to residents in the community; and

WHEREAS, the governing bodies of NCCL and the District will cooperate with each other to carry out the purposes of improving access to information resources and library services for the community, and to that end may enter into an agreement with each other and may do any and all things necessary to aid and cooperate in carrying out such purposes.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the District and NCCL agree as follows:

1. Cooperative Efforts: District and NCCL shall cooperate in providing a community library program under the authority contained in Education Code sections 10900 et seq. and in connection with use of the Bear River High School Library (Library) referred to herein;
2. Community Use of Library: The Library shall be made available for use by the NCCL, subject to the following conditions and rules of use:
 1. The Library shall be maintained by the District in operable condition during the school year, except for those periods of time required for facility repair and maintenance. District shall retain full ownership of the Library and maintain it, and shall make all alterations, additions or repairs to the facility as required by law. District shall be responsible for scheduling use of the Library so as not to conflict with any school-related uses, which take precedence over any other use, and will allow NCCL to have first rights to use of the Library after the District's needs have been met.

2. The Library shall be available for District use only from 7:00 a.m. until 3:30 p.m. each school day, and throughout the evening on nights traditional school events are scheduled, including but not limited to Back-to-School Night, Open House and evening performances.

The Library will be available for operation by NCCL and use by the general public during non-school hours and for a maximum of three weekdays per week, from 4:00 p.m. to 8:00 p.m., and on Saturdays, from 9:00 am. to 4:00 p.m. These hours may be changed or extended upon mutual agreement of both parties. A schedule of use for the upcoming school year shall be coordinated between District and NCCL representatives no later than August 1 of each year.

During the time school is closed for holidays, vacations or snow days, the same public hours will continue unless otherwise agreed by both parties in writing

3. NCCL shall be solely responsible for staffing, supervision and control of the Library during times when the Library is open to the public, and expressly agrees to conduct its activities in accordance with any and all District board policies, rules and regulations governing the use of school facilities by third parties.
4. Nothing in this Agreement shall be construed to constitute the NCCL or any of its agents, officers or employees as an agent, officer or employee of the District. NCCL shall provide adequate personnel to supervise and control activities during the community's use of the Library, and shall be solely responsible for determining the hiring, training, supervision and discipline of its officers, agents or employees.

Nothing in this Agreement shall be construed to constitute the District or any of its agents, officers or employees as an agent, officer or employee of NCCL. District shall be solely responsible for determining the hiring, training, supervision and discipline of its officers, agents or employees.

5. NCCL shall pay District an hourly fee consistent with the District's reasonable estimate of direct utilities costs arising from NCCL's use of the Library during non-school hours. Such costs are currently estimated at \$20.00 per hour, but are subject to increase in light of rising energy costs. Any increase to this hourly fee shall not take effect until the amount is agreed upon by NCCL and the District.
3. Circulation of Materials: Library materials shall circulate freely using the automated software and checkout procedures currently used by the parties. Members of the public will be provided a bar code sticker which is identifiable by the District's automated system and which will be placed on their public library

card. Students will be issued a public library card to be used when checking out NCCL materials.

A collection development policy has been developed and agreed upon by both parties that is consistent with the purpose and intent of this Agreement; namely, to make all library materials freely available for use by the public, by students and by school personnel. [A copy of said policy is attached and incorporated herein as Exhibit A.]

4. Ownership of Assets: For purposes of this section, "property" is defined as books, serials, non-print materials, equipment and furniture. NCCL shall mark for identification purposes and maintain a written accounting of any and all property owned by NCCL and brought to the Library by NCCL to carry out its objectives pursuant to this Agreement. NCCL shall provide District a copy of the aforementioned written accounting prior to May 31st and November 30th of each calendar year that this Agreement is in effect.
5. Insurance: Each party shall procure and maintain, for the duration of this Agreement, comprehensive general liability insurance to protect itself and its officers, agents and employees against any claims or damages for personal injury or death, and from damage to property, which may arise from the operations of each party under this Agreement. The amount of such coverage shall be for no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, \$2,000,000 combined single limit. Each party shall provide the other with proof of such insurance as evidenced by a certificate of insurance with properly executed endorsements.

Workers Compensation Insurance shall also be maintained by each party for its employees as required by law and as will protect the parties from claims which may arise from their respective operations under this Agreement.

6. Indemnification: NCCL agrees to indemnify, defend and hold harmless the District, including its officers, agents and employees from and against any and all claims, liability, causes of action, damages and/or expenses of any kind arising out of or related to the negligent acts, errors or omissions of NCCL and/or its officers, agents, employees or members in using the Library or in the performance of duties under this Agreement. NCCL's Agreement to indemnify herein includes costs to District in defending claims brought against District and District shall be indemnified for any and all such costs, attorney's fees, expert fees or other expenses associated with such defense by District. In the event of any such claims or suits filed, NCCL shall give District proper notice thereof, and District shall have the right to defend or settle the same to the extent of its interests.

District agrees to indemnify, defend and hold harmless NCCL, including its officers, agents and employees from and against any and all claims, liability,

causes of action, damages and/or expenses of any kind arising out of or related to the District's performance of duties under this Agreement. District's agreement to indemnify herein includes costs to NCCL in defending claims brought against NCCL and NCCL shall be indemnified for any and all such costs, attorney's fees, expert fees or other expenses associated with such defense by NCCL. In the event of any such claims or suits filed, District shall give NCCL proper notice thereof, and NCCL shall have the right to defend or settle the same to the extent of its interests.

7. Maintenance: Although District will be responsible for general maintenance of the Library as set forth in Section 9(a), each party to this Agreement shall be responsible for cleanup of the Library after use. In the event NCCL fails to leave the Library in as clean a condition as it existed prior to NCCL's use of the facility, NCCL shall pay to District a fee consistent with the District's hourly rate paid for custodial services to clean the facility. NCCL shall make a good faith effort to notify the District regarding any maintenance and upkeep issues, including those issues arising out of NCCL's use of the Library, and shall assume responsibility for any damage occurring to the facility caused by NCCL, its officers, agents, employees or members.
8. Previous Agreements: This Agreement supersedes and replaces all previous Agreements by and between the parties as they pertain to use of the Library.
9. Modifications: The terms and conditions of this Agreement may be modified at any time only by mutual written consent of the parties.
10. Grievances: The best interests of all parties must be protected and nurtured. Should any party feel that its best interests are not being served, this should be brought to the attention of the Assistant Superintendent for Business of the NJUHSD and the Director of NCCL.

Should resolution of issues not be possible in the manner noted above, both parties shall bear joint responsibility of cooperatively resolving the issues through interpretation or amplification of this Agreement, or a renegotiation of, or amendment to part(s) of this Agreement.

11. Notices: Any notice to be given hereunder to either party shall be given by personal delivery or by depositing such notice in the United States mail in the State of California, with postage prepaid, and addressed as follows:

To Seller: Nevada County Community Library
Attn: Laura Pappani, County Librarian
950 Helling Way
Nevada City, CA 95959

To District: Nevada Joint Union High School District

Attn: Laura Flores, Chief Business Official
11645 Ridge Road
Grass Valley, CA 95945

Either party may change the address or designated contact person by notifying the other party of the change.

11. Terms of Agreement, Termination: This Agreement may be terminated by either party upon 45 days written notice to the other. The term of this Agreement shall be continued from the date of execution as set forth above, unless terminated by either party. The parties agree to evaluate the effectiveness of this Agreement within 12 months of the date of execution.

In the event of termination, NCCL shall be permitted to remove from the Library those items of property which are properly marked and identified in its written accounting as required by section 4 of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

SUPERINTENDENT
Nevada Joint Union High School District

HANK WESTON, Chair, Board of Supervisors
County of Nevada

APPROVED AS TO FORM:

Office of the County Counsel

(Exhibit A)
JOINT USE AGREEMENT
NEVADA COUNTY COMMUNITY LIBRARY/NEVADA JOINT UNIFIED
HIGH SCHOOL DISTRICT

Bear River Library Circulation Policies:

1. NCCL Bear River community patrons will be subject to the same circulation policies (see below) as all other patrons of the Nevada County Community Library system.
2. NCCL Bear River community patrons who wish to check materials out of the school library collection will be registered in the BRHS Library automated management system and issued a barcode that will be placed on their public library card. School library materials that are checked out by community patrons will be subject to the same circulation policies as NCCL materials. Some school-owned resources may be subject to limited circulation at the discretion of the school librarian.
3. BRHS students who wish to check out public library materials must use a valid library card issued by NCCL.
4. BRHS students will use their school-issued I.D. card to check out materials from the school library collection. Students of other schools will be treated as community patrons and will be required to use an NCCL-issued library card.
5. All library patrons will be expected to be responsible for all damages and charges to any materials checked out through the Bear River Library.
6. Internet access will be through the N.J.U.H.S.D.'s filtered server. Library patrons who require unfiltered Internet access will be directed to use computers available at other NCCL branches.

Bear River High School Library:

Students and community patrons are allowed to check out up to 5 books for one month. Renewals are allowed. Students are not charged overdue fines, but lost or damaged materials are subject to a replacement and processing fee.

Teachers are allowed to check out unlimited BRHS library materials, due at the end of the school year. AV materials in the BRHS school library collection are restricted for teacher use only.

Nevada County Community Library:

	Loan Period	Renewal	Limits
Books	3 weeks	2	None
DVDs	2 weeks	2	10 per patron
Books on CD	3 weeks	2	10 per patron
Periodicals	2 weeks	2	None
Music CDs	3 weeks	2	10 per patron

Charges and costs:	NCCL	BRHS
Computer printouts	.15	No charge
Overdue fines per day per item	.25 (max 5.00)	No overdue fines
Inter-Library Loan	3.00	N/A
Library card replacement	2.00	No charge
Lost or damaged items	Assessed accordingly	Assessed accordingly